

TAUNTON MUNICIPAL AIRPORT
Westcoat Drive
P.O.Box 441
East Taunton, Massachusetts 02718-0441

Office of the Commission

Lease Number: _____

SUSPENSE DATE _____

RENT DATE _____

LAND LEASE AGREEMENT

Lessee:

Effective Date:

Signature Date:

Area in Square Feet:

Rate per Square Foot:

\$.32 Sq. Ft.

Terms/Conditions:

☐ Yes ☐ No

Attachments to the Lease:

Attachment A –

Property Description ☐ Yes ☐ No

Attachment B –

Commercial Operations ☐ Yes ☐ No

Attachment C –

Non-commercial Operations ☐ Yes ☐ No

Attachment D -

Insurance Policy ☐ Yes ☐ No

Copies to: City Clerk _____, City Assessor _____, City Treasurer _____

City Auditor _____, City Solicitor _____

CONTACT PERSONS:

THIS AGREEMENT is executed this **1st** day -----(the "**Commencement Date**"), by the City of Taunton Airport Commission, duly established under the provisions and authority included, but not limited to, Massachusetts General Laws (Ter. Ed.) Chapter 90, Section 51E and 51F as amended, hereinafter called the Commission, and ----- organized and existing under the laws of the Commonwealth of Massachusetts, having its principal place of business at the Taunton Municipal Airport, East Taunton, Bristol County, Massachusetts 02718-0441, and its mailing address -----, hereinafter called the Lessee.

WHEREAS, the Commission is in general control of the Municipal Airport lying within the City of Taunton, Commonwealth of Massachusetts; and

WHEREAS, it is the intention of the Commission that said airport shall be adapted for service to the general public subject to all pertinent regulations of the Commonwealth of Massachusetts and the United States of America; and

WHEREAS, the Commission desires to promote the utility and increased use of the airport, desires to encourage the continuation of commercial and non-commercial aviation operations; and

WHEREAS, the Commission desires to lease the land to the Lessee for his/her/their specific use of certain areas of the airport; and

WHEREAS, the Lessee desires to lease or otherwise secure from the Commission certain areas in connection with his/her/their intended usage on the Airport;

Now, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Commission hereby grants to the Lessee the right to use and occupy the space at the Airport shown on Exhibit A together with all buildings, structures, improvements, additions and permanent installations that the Lessee might construct and install therein or thereon (hereinafter called "the leased premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

PART I: TERM

1. The Commission does hereby premise and lease unto the Lessee for a **term 20 years** (not to exceed twenty years) from the **first day**----- **to** ----- upon the terms and conditions hereinafter set forth, that part of the Taunton Municipal Airport and its facilities described as follows:

2. Said area to be located -----.

3. The Lessee shall pay to the Airport Commission as rent therefore the sum of ----- to be paid annually at----- . The annual rent amount will be adjusted every year on the anniversary of the Commencement Date to the prevailing land lease rate then in effect as set by the Commission.

4. Provided that the Lessee has at all times strictly observed the terms and condition herein, the Lessee shall have the first option to renew this lease at the end of the term hereof with the written approval of the Members of the Airport Commission at that time in office, and upon such conditions and terms as

shall be reasonable and just, taking into consideration the terms of this lease. Lessee shall notify the Commission in writing not less than ninety (90) days before the expiration of the current term of its intent to renew or not renew.

5. The parties shall exercise good faith in negotiating a new rental agreement during said review, taking into consideration the terms of this lease and such other factors as are normally taken into consideration in the usual course of business by Airport Commissions and Airport Lessees in computing their operational costs.

PART II: USE OF LEASED PREMISES

1. The lessee shall occupy and use the leased premises for the following purposes:

and in strict accordance with the provisions of either Attachment B. or C, whichever applies.

PART III: RIGHTS AND PRIVILEGES OF LESSEE

1. Subject to duly established Standard Operating Policies and Procedures, (SOPPs) as the same are adopted and from time-to-time amended by the Taunton Municipal Airport Commission, the Lessee shall have the right and privilege for the term of this agreement, in common with others so authorized, to use the taxiways, apron, lights, navigation aids, access road, and other public facilities now and hereinafter installed or constructed at the airport, as necessary for the conduct of their operation described below.

2. The Lessee shall have at all times the right of ingress to and egress from the leased premises for Lessee, its shareholders, passengers, guests and other invitees. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery, and equipment reasonably required by such persons or organizations. This privilege will be controlled by the rules and regulations of the MassDOT/Aeronautics Division (formerly Massachusetts Aeronautics Commission), Federal Aviation Administration, Commonwealth of Massachusetts, City of Taunton and the Taunton Municipal Airport Commission as the same may be from time-to-time amended.

PART IV: OBLIGATIONS OF LESSEE

1. The Lessee, in conduct of its operation, shall conform to all applicable provisions of the Federal Aviation Rules and Regulations, MassDOT/Aeronautics Division and those of the Taunton Municipal Airport Commission and other governing bodies, as the same now exist or may be from time-to-time amended.

2. Any and all facilities, structures or equipment, constructed or installed by the Lessee must have prior approval of the Taunton Municipal Airport Commission before construction or installation may begin. Maintenance thereof, shall be at the sole expense of the Lessee. Said facilities, structures or equipment shall remain the personal property of the Lessee. They shall not be deemed fixtures or part of the real estate of the leased premises. Additions and/or improvements to any structure, facility or conveyance

must be in compliance with US EPA National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) as amended under the authority of 40 CFR 122 / 55 FR 48063. Prior to making such improvement the individual or lessee must gain approval from the Taunton Airport Commission and demonstrate how such improvement complies with federal regulations (details are contained in TAN Stormwater Pollution Prevention Plan (SWPPP), SOPPs).

3. The Lessee warrants that it has inspected the leased premises and accepts possession of the leased premises and improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, MassDOT/Aeronautics Division and by ordinances of the City of Taunton, Massachusetts and any other governing bodies, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Taunton Municipal Airport Commission shall not be required to maintain or make any improvements presently located thereon. The Taunton Municipal Airport Commission shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the leased premises by Lessee, its successors and assigns.

4. The Lessee shall throughout the term of this agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the leased premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

a) keep at all times, in a clean and orderly condition and appearance, the leased premises, all improvements thereon and all of the lessee's fixtures, equipment and personal property which are located on any part of the leased premises.

b) provide and maintain on the leased premises all obstruction lights and similar devices, and safety equipment required by law.

c) be responsible for the maintenance and repair of all utility service lines placed on the leased premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5. The Lessee shall pay to the City of Taunton, when due all taxes assessed upon any and all facilities, structures or equipment constructed or installed by the lessee, in the same manner and to the same extent as if privately owned.

6. Lessee shall be responsible for and shall control the conduct and demeanor of its officers, employees, agents and/or guests.

7. Lessee shall use a system of refuse disposal approved by the Taunton Municipal Airport Commission. The manner of handling and disposal of trash, garbage and other refuse and the frequency of removal thereof from the airport premises shall be subject to the rules, regulations and approval of the Taunton Municipal Airport Commission, as the same now exist or as may be time-to-time amended. Said removal shall be at the Lessee's expense.

8. Should the demised premises be destroyed in whole or in part by fire or other casualty or by Lessee's want of ordinary care, Lessee shall, on receiving written notice from the Taunton Municipal Airport Commission, promptly rebuild or restore the premises to their present condition. Such rebuilding or

restoration shall be at the Lessee's expense. Lessee shall remain liable for any rent hereunder at all times during the lease term, notwithstanding any such damage or loss to use to the premises.

9. Any notices issued to the Lessee under this agreement shall be deemed to be received by the Lessee if delivered in hand or mailed, via first class mail, to the Lessee's mailing address specified herein, or such other mailing address as the Lessee shall provide in writing to the Commission. Lessee shall at all times have an affirmation obligation to notify the Commission if Lessee's mailing address changes.

PART V: OBLIGATIONS OF THE COMMISSION

1. Subject to the obligations to the United States of America, undertaken as a condition precedent to the grant of Federal Aid in connection with improvement of the Airport, the Taunton Municipal Airport Commission shall operate and maintain the Airport in a serviceable condition for the use and benefit of the public, including the Lessee.

2. The Taunton Municipal Airport Commission covenants that in the event rights and privileges, similar to those granted under PART I above, should subsequently be granted to other parties, such rights and privileges will be granted only to other parties that, after investigation, are determined to be responsible and competent to carry on the activities in question. The Taunton Municipal Airport Commission further covenants that no rights shall be granted other parties to conduct aviation activities at the Airport unless such facilities, structures and equipment fully meet the specifications as may be established or amended from time-to-time by the Taunton Municipal Airport Commission.

3. This agreement does not grant rights to the lessee to construct facilities or structures or install equipment on the Airport, except in the areas described in PART I and PART II above and with the written consent of the Taunton Municipal Airport Commission. If such rights should subsequently be agreed upon, they shall be the subject of a separate agreement. Should rights subsequently be granted either to the Lessee or to third parties, to construct facilities or structures or to install equipment on the Airport, such construction or installation shall be in accordance with specifications approved by the Taunton Municipal Airport Commission.

PART VI: LIABILITY INDEMNITY

1. Neither the Taunton Municipal Airport Commission nor the City of Taunton shall be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or any portion of the leased premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth, and Lessee shall indemnify and defend (including costs and reasonable attorney's fees) the Taunton Municipal Airport Commission and the City of Taunton and their respective agents, servants, employees, and officers from and against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the Taunton Municipal Airport Commission and the City of Taunton for damages to the buildings and improvements that are now on or hereafter placed or built on the premises and to the property in or about the leased premises from any cause arising at any time during the term thereof.

2. It is further understood and agreed that the Taunton Municipal Airport Commission nor the City of Taunton shall not be liable in any way to the Lessee or its agents, employees, officers, successors, or representatives for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land caused by the elements, erosion and deterioration.

3. Lessee shall, at its own expense, maintain at least one million dollars (\$1,000,000.00) in liability insurance naming the City of Taunton and the Taunton Municipal Airport Commission, its employees and agents as insured parties. Certificates of insurance in a form reasonable acceptable to the City's Risk Manager, shall be filed with the Taunton Municipal Airport Commission and the City's Risk Manager no less frequently than annually and at such other times as may be requested.

PART VII: ASSIGNMENT

1. The Lessee shall not, at any time during the term of this agreement, in any manner, directly or indirectly, voluntarily or involuntarily assign, sublease, hypothecate, or transfer this agreement or any interest therein without the written consent of the Taunton Municipal Airport Commission. If the Lessee, without securing written approval of the Taunton Municipal Airport Commission, attempts to effect such an assignment, sublease, hypothecation or transfer, or if a transfer occurs by operation of law, the Taunton Municipal Airport Commission, in its sole and exclusive discretion, may terminate this agreement upon notice to the Lessee. The Taunton Municipal Airport Commission does grant that the Lessee may obtain a mortgage on the building using this lease as collateral. However, the Taunton Municipal Airport Commission does hereby grant the Lessee and its shareholders the following rights to directly or indirectly assign, sublease, hypothecate or transfer their interest herein:

a) The Taunton Municipal Airport Commission does grant the lessee the right to obtain a mortgage on the buildings using this lease as collateral

b) The Taunton Municipal Airport Commission does grant the shareholders of the Lessee the right to rent the exclusive use of hangers represented by their shares in the Lessee Corporation to other parties for non-commercial activities subject to all the conditions of this lease

c) The Taunton Municipal Airport Commission does grant the individual Shareholders of the Lessee the right to sell their stock in the Lessee Corporation to parties of their choosing. In this event the Commission will not look for any part of their sale proceeds.

2. Lessee shall make no alienation of any interest in or to said building nor shall they permit any alienation of any interest in or to said building, without first offering that same for sale to the Taunton Municipal Airport Commission in writing, setting forth the price as the same price for which the Lessee is offering to sell the same to another. The Taunton Municipal Airport Commission shall have sixty (60) days in which to accept said offer; the passage of sixty (60) days without acceptance of the offer shall constitute a rejection thereof. If the Taunton Municipal Airport Commission does not accept said offer within sixty (60) days, the Lessee shall be at liberty to sell the same to any other person within ninety (90) days after the rejection of the offer by the Taunton Municipal Airport Commission, with the right of the Lessee to remove said building and to restore the land to a suitable condition within ninety (90) days; provided, however, that the building shall not be so removed without the Lessee first having made

such arrangements as the Taunton Municipal Airport Commission may reasonably require to provide such restoration of the land.

3. This lease shall give the Lessee no right to remove fixtures annexed to or incorporated in the real estate, which shall become the property of the Taunton Municipal Airport Commission.

PART VIII: CANCELLATION, TERMINATION, DEFAULT AND BANKRUPTCY

1. The Taunton Municipal Airport Commission, in its sole and exclusive direction, shall have the right to terminate this agreement in its entirety and the Lessee's leasehold interest in the premises immediately upon the happening of any of the following events:

a). Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

b). The filing of a petition, voluntarily or involuntary, for the adjuration of the Lessee as a bankrupt or insolvent according to law; or

c). The making by the Lessee of any assignment for the benefit of creditors; or

d). The abandonment and discontinuance of activities at the leased premises on the airport by the Lessee; or

e). The failure by the Lessee to perform, keep and observe any and all of the terms, covenants, obligations, and conditions (including, without limitation, the SOPPs) herein contained on the part of the Lessee to be performed, kept or observed after the expiration of thirty (30) days from the date written notice has been issued to the Lessee by the Commission to correct such default or breach; provided however, that upon issuance of such notice, Lessee shall have an affirmative obligation to forthwith commence and complete as soon as reasonable possible the curing of the issues identified in said notice;
or

f). The willful failure of the Lessee to forthwith commence or complete as soon as reasonable possible the curing of all issues identified in any notice issued to the Lessee by the Commission pursuant to subparagraph (e), above; or

g). The repeated failure by the Lessee to perform, keep and observe any and all of the terms, covenants, obligations, and conditions (including, without limitation, the SOPPs) herein contained on the part of the Lessee to be performed, kept or observed; provided, however, that a lease may not be terminated under this subparagraph (g) unless the Commission has first issued three (3) or more notices to the Lessee under subparagraph (e) within any five (5) – year period; or

h.) The occurrence of any act which deprives the Lessee of the ability to perform its duties under this agreement.

2. The Taunton Municipal Airport Commission and/or its agent shall have the right thereafter, while such default continues, to reenter and take possession of the Leased Premises in whole or in part to declare the term of this Lease ended in whole or in part, and remove Lessee's effects, without prejudice

to any remedies which might otherwise be used for arrears of rent or other default. In the event of default, Lessee shall indemnify the Taunton Municipal Airport against all loss of rent and other payments that the Taunton Municipal Airport may incur by reason of such termination during the remainder of the term.

3. If Lessee shall default in the observance or performance of any condition or covenants under this Lease Agreement for which the Taunton Municipal Airport has not waived such default, the Taunton Municipal Airport may remedy such default at the expense of Lessee. If the Taunton Municipal Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the established rate, and costs shall be paid to the Taunton Municipal Airport by the Lessee as additional rent.

4. Should the Taunton Municipal Airport Commission fail to observe any provision of this agreement, written notice of such delinquencies shall be given by the Lessee; if such delinquencies continue uncured for sixty (60) days after the receipt of such notice, the Lessee may elect to terminate this agreement by providing notice in writing to the Commission.

5. This lease may be terminated by the Lessee hereto by notice in writing to the Taunton Municipal Airport Commission of such intention to terminate. Said notice to be given not less than sixty (60) days prior to the termination date.

6. With respect to a non-monetary default under this lease, failure of the Lessee to cure the same within thirty (30) days from time of receipt of written notice of default from Lessor or such other period of time as is otherwise specified in this lease. Lessee shall be obligated to commence forthwith and to complete as soon as possible the curing of such default: and if Lessee fails so to do, the same shall be deemed to be an Event of Default. If Lessee violates a specific language in TAN SOPP more than three (3) times following written notification from Lessor, this shall be deemed to be an Event of Default.

PART IX: SURRENDER OF POSSESSION

1. On the expiration or other termination of this lease, Lessee's rights to use of the premises, facilities, and services described herein shall cease, and Lessee shall vacate the premises.

2. Except as otherwise provided in this agreement, all buildings, hangers, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by the Lessee in, on, or about the airport and the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of sixty (60) days after the expiration or termination of this agreement, to remove any and all of such property from the airport subject, however, to Lessee's obligation to repair all damages, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid sixty (60) day period shall thereupon become a part of the land on which it is located and title thereto shall thereupon vest to the Commission.

PART X: RESERVATIONS

1. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Taunton Municipal Airport Commission and the United States of America relative to the operation and maintenance of the airport, the execution of which has been required as a condition precedent to the expenditures of Federal funds for the development of the airport.

2. The Taunton Municipal Airport Commission reserves the rights to further develop or improve the common use areas, including but not limited to the landing area of the airport, as it sees fit. It further reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the width to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which would limit the usefulness of the airport or constitute a hazard to aircraft.

3. During time of war or national emergency, the Taunton Municipal Airport Commission shall have the right to lease the landing area or any part thereof to the United States Government for purposes of National Defense and in the event the provisions of this Agreement, insofar as they are inconsistent with the provisions of such lease to the United States, shall be suspended. The Taunton Municipal Airport Commission agrees in the event of such suspension, the term of this Agreement shall be extended for a period equal to the suspension, so that the Lessee shall be entitled to the powers and the privileges and benefits for this Agreement for the same term as if there were no suspension.

4. Force Majeure: Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of god, acts of a public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed and sealed, in duplicate original, on this day and year first above written.

LESSEE:

CITY OF TAUNTON AIRPORT COMMISSION:

BY: _____

BY: _____

REVIEWED AND APPROVED IN FORM:

City Solicitor

ATTACHMENT A – PROPERTY DESCRIPTION

ATTACHMENT B – COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the Lessee any right to sell or store automotive or aviation fuel or containers to hold the same on the leased premises.
2. The Taunton Municipal Airport Commission will furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof and,
3. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
4. Nothing contained in this agreement shall give or be construed to give the Lessee any right to conduct commercial activities on the leased premises.
5. The storage of non-aeronautical property on or at the airport is not allowed.

ADDITIONAL TERMS AND CONDITIONS

1. Lessee shall not construct or place signs, awnings, or marquees without the written consent of the Taunton Municipal Airport Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Taunton Municipal Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Taunton Municipal Airport Commission to remove them, the Taunton Municipal Airport Commission reserves the right to enter the premises and remove them at the expense of the Lessee.
2. It is understood between the parties that the Taunton Municipal Airport Commission retains the privilege of entering into other agreements which authorize the commercial and non-commercial use of the airport facilities on terms similar to those extended to the Lessee, however, the Taunton Municipal Airport Commission covenants not to enter into any similar agreements with respect to the airport, which contains more favorable terms than its agreement with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are concurrently extended to the Lessee. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.
3. Lessee shall control the conduct and demeanor of its officers, agents, employees, customer and/or guest at all times.

ATTACHMENT C – NON-COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the lessee any right to conduct commercial activities on the leased premises.
2. The storage of non-aeronautical property on or at the airport is not allowed.

ATTACHMENT D – INSURANCE POLICY

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